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2/10/04

Docket No.: 10992554-1
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Alan H. Karp, et al.

Application No.: 09/525,515

Confirmation No.: 9501

Filed: March 15, 2000

Art Unit: 3624

For: A NEGOTIATION PROTOCOL WITH
COMPROMISE THAT IS GUARANTEED TO
TERMINATE

Examiner: G. Akers

APPELLANT'S BRIEF

MS Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

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Dear Sir:

This brief is in furtherance of the Notice of Appeal received by the U.S. Patent and Trademark Office on November 28, 2003.

The fees required under § 1.17(f) and any required petition for extension of time for filing this brief and fees therefor, are dealt with in the accompanying TRANSMITTAL OF APPEAL BRIEF.

This brief is transmitted in triplicate.

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This brief contains items under the following headings as required by 37 C.F.R. § 1.192 and M.P.E.P. § 1206:

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The final page of this brief bears the attorney's signature.

I. REAL PARTY IN INTEREST

The real party in interest for this appeal is:

Hewlett-Packard Company, a California corporation, having its principal place of business in Palo Alto, California.

II. RELATED APPEALS AND INTERFERENCES

There are no other appeals or interferences which will directly affect or be directly affected by or have a bearing on the Board's decision in this appeal.

III. STATUS OF CLAIMS

A. Total Number of Claims in Application

There are 20 claims pending in the application, which are identified as claims 1-20.

B. Current Status of Claims

1. Claims canceled: None
2. Claims withdrawn from consideration but not canceled: None
3. Claims pending: Claims 1-20
4. Claims allowed: None
5. Claims rejected: Claims 1-20

C. Claims On Appeal

The claims on appeal are claims 1-20.

IV. STATUS OF AMENDMENTS

Appellants filed an Amendment After Final Rejection on October 28, 2003. The Examiner responded to the Amendment After Final Rejection in an Advisory Action mailed November 13, 2003. In the Advisory Action, the Examiner indicated that Appellants' proposed amendments after final would not be entered because the amendment did not place the application in better form for appeal.

Accordingly, an amendment after final is submitted with this Appeal Brief to propose amendments substantially similar to the amendments indicated in the October 28, 2003, Amendment. Appellants believe that the proposed amendment places the application in condition for allowance, or, at the least, in better form for appeal. The claims listed in Appendix A reflect the unamended claims as they existed after the October 28, 2003, Amendment After Final. The claims listed in Appendix B reflect the claims as amended in the proposed amendment after final submitted with this Appeal Brief.

V. SUMMARY OF INVENTION

The invention is a negotiation protocol allowing for multi-attribute compromise for negotiations that are guaranteed to terminate. The protocol includes several rounds, such as look-up, advertisement, offer, counter, agreement, and failure. (Specification, pg. 2, lns 13-16). The rounds have rules which are directed towards allowing a compromise and leading the negotiation towards an agreement or a failure. When the rules are obeyed, the negotiation will end in either the agreement or failure round. (Specification, pg. 2, lns 19-20).

The specification and claims describe a negotiation protocol (10) that may be used for any negotiation. The negotiation protocol (10) includes rounds of an advertisement (20), a look-up (30), an offer (40), a counter (50), an agreement (60), and a failure (70). (Specification, pg. 3, lns 19-21). Each negotiation includes negotiating parties that take turns conducting rounds of negotiation according to the negotiation protocol (10). (Specification, pg. 3, lns 23-25). In the first round, advertisement (20), a first party can advertise products or services to be negotiated wherein the advertisement (20) can provide a set of attribute-value pairs that describe the products or services. (Specification, pg. 4, lns 1-4).

After the advertisement (20), a look-up (30) is conducted by a second party who is interested in the advertised products or services. During the look-up (30), the second party can look-up the products or services by comparing the attribute values provided in the advertisement (20). (Specification, pg. 4, lns 26-28). After the look-up (30), the next round of negotiation protocol (10) is an offer (40). During the offer (40), the second party can make an offer to negotiate one or more of the attributes that the first party included in the advertisement (20) for services or products by proposing values for the one or more attributes. (Specification, pg. 5, lns 4-7).

After the offer (40), the negotiation protocol (10) proceeds to the counter round (50). During the counter (50) round, the first party responds to the second party's offer (40). (Specification, pg. 5, lns 20-22). The counter (50) round is repeated until an agreement is reached (55) for values for each of the attribute pairs provided in the advertisement (20) or until either party declares a failed negotiation (65) due to a failure to agree. (Specification, pg. 6, lns 28-30; pg. 7, lns 24-26; pg. 8, lns 3-6). Upon agreement, the negotiation protocol (10) advances to the agreement (60) round, and after a failed negotiation, the negotiation protocol (10) will advance to the failure (70) round. (Specification, pg. 7, lns 25-27; Specification, pg. 8, lns 2-3). Negotiation will end if the negotiation protocol (10) advances to the failure (70) round. (Specification, pg. 8, lns 12-13).

VI. ISSUES

A. First Issue

The first issue is whether claims 1-20 are obvious under 35 U.S.C. § 103 (a) considering U.S. Patent No. 6,442,567 to Retallick (hereinafter *Retallick*) in view of U.S. Patent No. 6,330,551 to Burchetta (hereinafter *Burchetta*) and further in view of U.S. Patent No. 6,112,189 to Rickard (hereinafter *Rickard*), as asserted by the Examiner in the Office Action mailed August 28, 2003.

B. Second Issue

The second issue is whether claims 1-20 are improper under 35 U.S.C. § 112, second paragraph, for failing to point out and distinctly claim what the applicant regards as the invention, as asserted by the Examiner in the Office Action mailed August 28, 2003.

VII. GROUPING OF CLAIMS

For purposes of this appeal brief only, and without conceding the teachings of any prior art reference, the claims have been grouped as indicated below:

Group I Claims 1-19

Group II Claim 20

The claims do not stand or fall as a group. In Section VIII below, Appellants have included arguments supporting the separate patentability of each claim group as required by M.P.E.P. § 1206.

VIII. ARGUMENTS

A. Separate Patentability

Group I

Group I includes claims 1-19. Claims 1-19 are patentably distinct from the claim of Group II based on the reasons presented below.

Group II

Group II includes claim 20. Claim 20 is directed to a negotiation conducted according to a negotiation protocol. Claim 20 requires at least the following limitations:

A negotiation conducted according to a negotiation protocol with compromise that is guaranteed to terminate, comprising:

a display to the second negotiation party of a first set of the plurality of attribute-value pairs of the advertisement....

These elements of claim 20 add additional limitations not present in the claims of Group I. Thus, it would be possible for the prior art to disclose the elements of the negotiation protocol and the elements of the method for negotiating of Group I without disclosing the elements of the negotiation of claim 20 of Group II. Therefore, Appellants submit that Group II is patentably distinct from Group I.

B. First Issue**1. Rejection Under 35 U.S.C. § 103 (a)**

Claims 1-20 were rejected under 35 U.S.C. § 103 (a) as being unpatentable over *Retallick* in view of *Burchetta* and further in view of *Rickard* in the Office Action mailed August 8, 2003.

To establish a prima facie case of obviousness under 35 U.S.C. § 103(a), the prior art cited must teach or suggest all the claim limitations. M.P.E.P. § 2143. Appellants specifically assert that the prior art does not teach all the claim limitations, and, therefore, the claims are patentable under 35 U.S.C. § 103(a).

Failure to teach or suggest all claim limitations**a. Independent Claims****GROUP I****Claim 1**

Claim 1 recites:

A negotiation protocol with compromise that is guaranteed to terminate.

The Examiner states that *Retallick* teaches a negotiation protocol for an activity or service. (See Office Action mailed August 28, 2003 at 2). *Retallick* discloses an invention related to the creation, organization, storage, retrieval and display of digital data stored as bytes in a memory device. (*Retallick*, col. 8, lns 50-53). Specifically, *Retallick* discloses a system that does not provide data fields allowing a recipient to reject or negotiate a completion date of an activity before the activity is placed on a To Do list, nor does *Retallick* allow a sender of an activity to get a confirmation that a recipient has accepted responsibility for a completion date. (*Retallick*, Col. 17, lns 47 – 52). Thus, *Retallick* can accommodate a negotiation through an exchange of activities, but *Retallick* simply provides for a more convenient procedure for confirmation. (*Retallick*, Col. 17, lns 50 – 59). However, *Retallick* does not teach a negotiation protocol that must be followed between the negotiating users. The plain meaning of “protocol,” as defined in Webster’s, is a code prescribing strict adherence to correct etiquette and precedence (as in diplomatic exchange and in the military

services). (Webster's Online Dictionary, <http://www.webster.com>). *Retallick* does not teach or suggest any protocol or strictly governed set of rules for performing the negotiation process. *Retallick*, therefore, teaches only that negotiation can occur, but does not teach a negotiation protocol.

Claim 1

Claim 1 further recites:

an advertisement, ...the advertisement comprising a set of attribute-value pairs, each attribute-value pair including an attribute and a negotiable list of values or range of values for the attribute, for the product or service listed in the advertisement.

Claim 17

Claim 17 recites, in part:

listing a set of attribute-value pairs, each attribute-value pair including an attribute and a negotiable list of values or range of values for the attribute, for the product or service.

The prior art fails to teach these elements of claims 1 and 17. In addition, the Examiner offers no selections from any of the cited references which disclose an advertisement having the set of attribute-value pairs or the listing of a set of attribute-value pairs where the attribute-value pair includes an attribute and a range or list of values for the attribute. *Retallick* describes negotiated fields as holding structured data that is used in the communication between the negotiating parties, but does not teach that a range of values for that structured data is available to a user. (*Retallick*, Col. 20, lns 1 – 7). Thus, *Retallick* does not teach or suggest an advertisement comprising attribute-value pairs or the listing of a set of attribute-value pairs wherein each attribute-value pair includes an attribute and a range of values or list of values.

In addition, the Examiner asserts that *Burchetta* discloses a dispute resolution system that includes attribute discrimination and established conditions. (Office Action mailed August 28, 2003 at 2-3). *Burchetta* discloses an Add/Edit screen which allows the user to enter information into a database, such as claimant name, case description, and sponsor case ID. (*Burchetta*, col. 11, lns 19-35). However, *Burchetta* fails to mention or teach an advertisement comprising attribute-value pairs or the listing of a set of attribute-value pairs

wherein each attribute-value pair includes an attribute and a range or list of values for the attribute.

Furthermore, *Rickard* does not teach or suggest an advertisement having a set of attribute-value pairs because in *Rickard*, each of the negotiating parties submits a satisfaction function for each negotiating party according to terms that the party would accept. (*Rickard* Abstract, Col. 5, ln 41 – Col. 6, ln 41). Thus, *Rickard* does not teach that a single offer is presented back and forth between the negotiating parties. Instead, the parties submit terms and degrees of satisfaction and the computer automatically compares those. (*Rickard*, Abstract). Therefore, *Rickard* does not teach the elements of claims 1 and 17 listed above. Thus, no combination of *Retallick*, *Burchetta*, or *Rickard* teaches the elements of claims 1 and 17.

Claim 1

Claim 1 also recites:

a look-up, wherein the product listed in the advertisement is located for a second negotiating party, wherein at least one of a first set of attribute-value pairs is displayed to the negotiating party.

Claim 17

Claim 17 further recites:

looking-up the product or service from the advertising step...

The cited references also fail to teach these elements. In addition, the Examiner, again, offers no selections from any of the cited references as teaching these elements. Specifically, *Retallick* teaches that the requesting party sends the request directly to the requested party. (*Retallick*, Col. 18, lns 36 – 41). Therefore, the requested party never looks-up the request. *Burchetta* also fails to teach these elements. *Burchetta* teaches a dispute resolution system, and does not teach where one of the parties to the dispute looks up the dispute for any reason. Moreover, *Rickard* fails to cure these deficiencies as *Rickard* also does not teach or suggest a look-up. *Rickard* teaches a negotiation method that compares parties' degree of satisfaction with possible terms of a contract. The starting party enters data relating to its degree of satisfaction with these different terms. The other negotiating parties then receive templates to fill out from the negotiation system. The other negotiating parties do not look up the negotiation; but they receive the templates to be filled out from the

negotiation system. (*Rickard*, Col. 5, ln 41 – Col. 6, ln 42). As such, the cited references fail to teach a look-up or looking-up as recited in claims 1 and 17. Therefore, the cited references fail to teach all the elements of independent claims 1 and 17 of Group I. Thus, independent claims 1 and 17 are patentable under 35 U.S.C. § 103.

b. Dependent Claims

Claims 2-16, 18, and 19 depend directly or indirectly from their respective base claims 1 and 17 and thereby inherit all the respective limitations. Accordingly, it is respectfully submitted that the dependent claims are allowable based on at least their dependency from independent base claims 1 and 17 for at least the reasons discussed above. Thus, Appellants respectfully submit that based on the arguments presented above, claims 2-16, 18, and 19 are patentable under 35 U.S.C. § 103.

GROUP II

Claim 20

Claim 20 recites, in part:

A negotiation conducted according to a negotiation protocol with compromise....comprising:

an advertisement comprising a plurality of attribute-value pairs provided by a first negotiating party, wherein the plurality of attribute-value pairs comprises a plurality of attributes and a plurality of list values,

a look-up, wherein the plurality of attribute-value pairs is located for a second negotiating party by comparing one or more attribute-values provided by the second negotiating party with the plurality of attribute-value pairs in the advertisement....

The prior art fails to disclose at least these elements of claim 20. The Examiner has failed to provide any specific portions of the cited prior art that discloses or suggests a negotiation conducted according to a negotiation protocol comprising at least an advertisement comprising a plurality of attribute value pairs that contain attributes and list values and a look-up where the attribute value pairs are located for a second negotiating party by comparing the attribute values of the second negotiation party with the attribute value pairs in the advertisement. *Retallick* discloses an invention relating to the creation, organization, storage, retrieval, and display of data stored in memory accessible for

interaction by a computer. (*Retallick*, col. 8, lns 50-57). *Retallick* further discloses negotiated fields that hold structured data used in the communication between various negotiation parties. (*Retallick*, col. 20, lns 1-8). Yet, the disclosure of structured data does not teach a negotiation with an advertisement comprising a attribute-value pairs comprising a plurality of attributes and a plurality of list values or a look-up as claimed above. Thus, *Retallick* fails to teach at least these elements of claim 20.

The Examiner further asserts that *Burchetta* discloses a dispute resolution system incorporating compromise. (Office Action mailed August 28, 2003 at 2-3). However, *Burchetta* also fails to teach these elements of claim 20. *Burchetta* discloses a system that provides for participation agreement. Upon agreeing to this participation agreement, the user may eventually be sent to a menu with options to review cases, add/edit cases or log out. (*Burchetta*, col. 11, lns 10-16). If the user should decide to add/edit cases, the user is provided an add/edit screen that will allow the user to add information into the so called dispute resolution system. Yet, there is no mention or teaching of an advertisement comprising a plurality of attribute-value pairs provided by a first negotiating party wherein the plurality of attribute-value pairs comprises a plurality of attributes and a plurality of list values. Furthermore, there is no disclosure in *Burchetta* of a look-up wherein the plurality of attribute-value pairs is located for a second negotiating party by comparing attribute-values provided by the second negotiating party with attribute-value pairs in the advertisement. Therefore, *Burchetta* fails to teach all the elements of claim 20.

Rickard also fails to disclose these elements of claim 20. The Examiner cites *Rickard* for teaching the displaying and ascertaining attributes to the negotiation parties. The system of *Rickard* operates with parties exchanging terms and degrees of satisfaction with a computer automatically comparing these items. (*Rickard*, Abstract). Thus, *Rickard* fails to disclose a negotiation conducted according to a negotiation protocol with compromise that includes an advertisement comprising a plurality of attribute-value pairs provided by a first negotiating party, wherein the plurality of attribute-value pairs comprises a plurality of attributes and a plurality of list values. Furthermore, *Rickard* fails to disclose a look-up, where attribute-value pairs is located for a second negotiating party by comparing attribute-values provided by the second negotiating party with the attribute-value pairs in the advertisement. *Rickard* teaches a negotiation method that compares parties' degree of

satisfaction with terms of a contract wherein a starting party enters data relating to its degree of satisfaction with different contract terms. The other negotiating parties simply receive templates to fill out from the negotiation system. (*Rickard*, Col. 5, ln 41 – Col. 6, ln 42). As such, the parties do not conduct a look up as the templates are presented to them to fill out. Therefore, *Rickard* fails to teach at least these elements of claim 20.

Based on the arguments presented above, neither *Retallick*, *Burchetta*, nor *Rickard*, nor any combination thereof discloses all the elements of claim 20 of Group II. Therefore, independent claim 20 of Group II is patentable under 35 U.S.C. § 103.

2. Conclusion

Appellants respectfully assert that the teachings of *Retallick* in view of *Burchetta* and further in view of *Rickard* fail to teach each and every element of claims 1-20 of Groups I and II as detailed above. Therefore, reversal of this rejection is courteously solicited.

C. Second Issue

1. Rejection under 35 U.S.C. § 112, second paragraph

Claims 1–20 stand rejected under 35 U.S.C. § 112, second paragraph as failing to point out and distinctly claim what Appellants regard as the invention. Appellants previously requested the Examiner to specifically set out the basis for his rejection, but the Examiner failed to specifically set out the basis of his rejections of claims 1-20 under 35 U.S.C. § 112, second paragraph.

Appellants attempted to cure this § 112, second paragraph rejection by submitting a set of amended claims in the Amendment filed October 28, 2003. The Examiner has failed to enter those amendments. Therefore, Appellants submit, in conjunction with this Appeal, a second amendment after final rejection submitting another amended set of claims. This amended set of claims presents amendments similar to the amendments presented in the Amendment filed October 28, 2003 and is introduced to correct all disjunctive references that were previously present in the claims and is believed to traverse the § 112, 2nd paragraph rejection of record. This amended set of claims is included in this Appeal Brief in Appendix B.

Appellants respectfully submit that whenever, on examination, any claim for a patent is rejected, the Examiner must provide notification of the reasons for rejection together with such information and references as may be useful in judging the propriety of continuing the prosecution. 35 U.S.C. § 132. In addition, the Examiner is required to clearly communicate findings, conclusions, and reasons which support all proposed rejections. MPEP 2106 (VII). In failing to specifically point out the basis for his rejection, the Appellants submit that the Examiner has failed to comply with M.P.E.P. § 706 requiring the Examiner to particularly set out the basis of his rejections. As such, the Examiner has denied the Appellants a fair opportunity to submit any response, let alone an adequate response to the § 112, second paragraph rejection.

The amended claims are amended in an attempt to address the § 112, second paragraph rejection, without guidance from the Examiner, and to place the Application in condition for allowance. Specifically, in amended claim 1, Appellants have removed all disjunctive references, such as “product or service,” and “a negotiable list of values or range of values.” Appellants’ amendments have either completely removed the disjunctive references or changed the statements to a conjunctive statement, such as changing “if each attribute is not agreed to or a failed negotiation is not declared,” to “when one of: each attribute is not agreed to; and a failed negotiation is not declared.” Appellants have amended claims 1 – 6, 10 – 12, 14, 15, 17, 18, and 20 to remove such references to disjunctive elements. The amendments are not made to narrow the scope of any of the claims, but to correct the alleged § 112, second paragraph rejection. No new matter is added by the claim amendments.

2. Conclusion

Appellants now believe that the 35 U.S.C. § 112, second paragraph, rejection has been adequately addressed. Therefore, Appellants respectfully request that the 35 U.S.C. § 112, second paragraph, rejection be withdrawn or that the specific basis for the 35 U.S.C. § 112, second paragraph, rejection be articulated so that Appellants can properly respond to such rejection.

IX. CLAIMS INVOLVED IN THE APPEAL

A copy of the claims involved in the present appeal, as proposed for amendment, is attached hereto as Appendices A and B.

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV255078067US, in an envelope addressed to: MS Appeal Brief – Patents, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Date of Deposit: 01/28/2004

Typed Name: John Pallivathukal

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Respectfully submitted,

By



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APPENDIX A
Clean Version of Claims

Claims Involved in the Appeal of Application Serial No. 09/525,515

1. A negotiation protocol with compromise that is guaranteed to terminate, comprising:

an advertisement, wherein a product or service that is to be negotiated is listed by a first negotiating party, the advertisement comprising a set of attribute-value pairs, each attribute-value pair including an attribute and a negotiable list of values or range of values for the attribute, for the product or service listed in the advertisement;

a look-up, wherein the product or service listed in the advertisement is located for a second negotiating party, wherein at least one of a first set of attribute-value pairs is displayed to the negotiating party;

an offer, wherein the second negotiating party offers to negotiate one or more attributes for the product or service listed in the advertisement; and,

one or more counters, wherein the first negotiating party responds to the offer with a first counter and, if each attribute is not agreed to or a failed negotiation is not declared then at least one of a second set of attribute-value pairs is displayed to the negotiating party, the second negotiating party and the first negotiating party continue to exchange counters until each attribute is agreed to or the failed negotiation is declared.

2. The negotiation protocol of claim 1, wherein the look-up locates the product or service listed in the advertisement by comparing one or more attribute-values provided by the second negotiating party with the set of attribute-value pairs in the advertisement.

3. The negotiation protocol of claim 1, wherein the offer comprises a first proposed list of values or range of values that the second negotiating party is offering for a first attribute that is included in the set of attribute-value pairs.

4. The negotiation protocol of claim 3, wherein the first counter comprises a second proposed list of values or range of values that the first negotiating party is offering for the first attribute.

5. The negotiation protocol of claim 4, wherein the second proposed list of values or range of values consists of the same values as the first proposed list of values or range of values and the first counter further comprises a third proposed list of values or range of values that the first negotiating party is offering for a second attribute that is included in the set of attribute-value pairs.

6. The negotiation protocol of claim 5, wherein the first proposed list of values is a list in order from the second negotiating party's most preferred value to the second negotiating party's least preferred value.

7. The negotiation protocol of claim 4, wherein the first counter further comprises a single proposed value that the first negotiating party is offering for a third attribute that is included in the set of attribute-value pairs.

8. The negotiation protocol of claim 7, further comprising a second counter, in which the second negotiating party responds to the first counter, the second counter comprising the single proposed value from the first counter, whereby the inclusion of the single proposed value indicates that the third attribute is agreed to and is prohibited from being further negotiated.

9. The negotiation protocol of claim 1, wherein the attribute-value pairs comprise a distributive attribute that is negotiated with single proposed values.

10. The negotiation protocol of claim 1, wherein the offer and the one or more counters introduce a value or values for each attribute in the set of attribute-value pairs, the negotiation protocol further comprising an ultimatum that includes a single value for each attribute and in response to which the agreement is reached or the failed negotiation is declared.

11. The negotiation protocol of claim 1, wherein one or more attributes from the set of attribute-value pairs are introduced and each counter includes a value or values for each attribute that was previously introduced except for previously agreed to attributes.

12. The negotiation protocol of claim 1, wherein one or more attributes from the set of attribute-value pairs are introduced with a corresponding list of values or range of values and each counter reduces the list of values or the range of values for at least one attribute that was previously introduced, narrows a gap between values for a previously introduced attribute or introduces a new attribute from the set of attribute-value pairs.

13. The negotiation protocol of claim 1, wherein a single value for a first attribute from the set of attribute-value pairs is agreed to in a counter and the first attribute is prohibited from being introduced into any subsequent counter.

14. The negotiation protocol of claim 1, further comprising an agreement, that is entered into when each attribute is agreed to, whereby the first negotiating party and the second negotiating party finalize the delivery of the product or service.

15. The negotiation protocol of claim 1, wherein the first counter includes a declaration of a failed negotiation due to a violation of the negotiation protocol, whereby the failed negotiation is declared.

16. The negotiation protocol of claim 1, wherein one of the counters introduces two or more disjunctions, each disjunction specifying different values for at least one attribute from the attribute-value pairs.

17. A method for negotiating with compromise that is guaranteed to terminate, comprising the steps of:

advertising a product or service—that is offered for negotiation by a first negotiating party, wherein the advertising step comprises:

listing a set of attribute-value pairs, each attribute-value pair including an attribute and a negotiable list of values or range of values for the attribute, for the product or service;

looking-up the product or service from the advertising step, wherein the looking-up step comprises:

displaying to a second negotiating party the set of attribute-value pairs;

comparing one or more attribute-values provided by the second negotiating party with the set of attribute-value pairs in the advertisement to find a match;

offering to negotiate one or more attributes from the attribute-value pairs for the product or service, wherein the offering step comprises:

proposing the second negotiating party's list of values or range of values for a first attribute from the set of attribute-value pairs;

countering the offering step with the first negotiating party's proposal of a list of values or range of values for the first attribute of the product or service;

displaying to the second negotiating party the first negotiating party's proposal;

determining each attribute from the attribute-value pairs is agreed to or if a failed negotiation is declared; and

conducting one or more additional countering steps until each attribute from the attribute-value pairs is agreed to or if the failed negotiation is declared, wherein the second negotiating party and the first negotiating party alternate conducting the countering steps until each attribute from the attribute-value pairs is agreed to or the failed negotiation is declared.

18. The method of claim 17, wherein each countering step reduces a list of values or range of values for a previously introduced attribute, narrows a gap between values for a previously introduced attribute or introduces a new attribute from set of attribute-value pairs unless each attribute from the attribute-value pairs is agreed to or the failed negotiation is declared.

19. The method of claim 17, wherein one of the countering steps lists a single value for each previously introduced attribute from the set of attribute-value pairs.

20. A negotiation conducted according to a negotiation protocol with compromise that is guaranteed to terminate, comprising:

an advertisement comprising a plurality of attribute-value pairs provided by a first negotiating party, wherein the plurality of attribute-value pairs comprises a plurality of attributes and a plurality of list values,

a look-up, wherein the plurality of attribute-value pairs is located for a second negotiating party by comparing one or more attribute-values provided by the second negotiating party with the plurality of attribute-value pairs in the advertisement;

a display to the second negotiating party of a first set of the plurality of attribute-value pairs of the advertisement;

an offer, comprising a first proposed values that the second negotiating party is offering for a first attribute that is included in the first set of attribute-value pairs;

a first counter, comprising a second set of attribute-value pairs of the advertisement that the first negotiating party is offering;

a display to the second negotiating party of the second set of attribute-value pairs of the advertisement; and

one or more additional counters, that are exchanged between the first and second negotiating parties in alternating turns until each attribute is agreed to or a failed negotiation is declared.

APPENDIX B**Amendments with markups showing changes made****Claims Involved in the Appeal of Application Serial No. 09/525,515**

1. (Currently Amended) A negotiation protocol with compromise that is guaranteed to terminate, comprising:
 - an advertisement, wherein a product ~~or service~~ that is to be negotiated is listed by a first negotiating party, the advertisement comprising a set of attribute-value pairs, each attribute-value pair including an attribute and a ~~negotiable list of values or~~ range of values for the attribute, for the product ~~or service~~ listed in the advertisement;
 - a look-up, wherein the product ~~or service~~ listed in the advertisement is located for a second negotiating party, wherein at least one of a first set of attribute-value pairs is displayed to the negotiating party;
 - an offer, wherein the second negotiating party offers to negotiate one or more attributes for the product ~~or service~~ listed in the advertisement; and,
 - one or more counters, wherein the first negotiating party responds to the offer with a first counter and, if when one of: each attribute is not agreed to; and ~~or~~ a failed negotiation is not declared then at least one of a second set of attribute-value pairs is displayed to the negotiating party, the second negotiating party and the first negotiating party continue to exchange counters until one of: each attribute is agreed to; and ~~or~~ the failed negotiation is declared.
2. (Currently Amended) The negotiation protocol of claim 1, wherein the look-up locates the product ~~or service~~ listed in the advertisement by comparing one or more attribute-values provided by the second negotiating party with the set of attribute-value pairs in the advertisement.
3. (Currently Amended) The negotiation protocol of claim 1, wherein the offer comprises a first proposed ~~list of values or~~ range of values that the second negotiating party is offering for a first attribute that is included in the set of attribute-value pairs.

4. (Currently Amended) The negotiation protocol of claim 3, wherein the first counter comprises a second proposed ~~list of values or~~ range of values that the first negotiating party is offering for the first attribute.

5. (Currently Amended) The negotiation protocol of claim 4, wherein the second proposed ~~list of values or~~ range of values consists of the same values as the first proposed ~~list of values or~~ range of values and the first counter further comprises a third proposed list of values or range of values that the first negotiating party is offering for a second attribute that is included in the set of attribute-value pairs.

6. (Currently Amended) The negotiation protocol of claim 5, wherein the first proposed range ~~list~~ of values is a list in order from the second negotiating party's most preferred value to the second negotiating party's least preferred value.

7. (Original) The negotiation protocol of claim 4, wherein the first counter further comprises a single proposed value that the first negotiating party is offering for a third attribute that is included in the set of attribute-value pairs.

8. (Original) The negotiation protocol of claim 7, further comprising a second counter, in which the second negotiating party responds to the first counter, the second counter comprising the single proposed value from the first counter, whereby the inclusion of the single proposed value indicates that the third attribute is agreed to and is prohibited from being further negotiated.

9. (Original) The negotiation protocol of claim 1, wherein the attribute-value pairs comprise a distributive attribute that is negotiated with single proposed values.

10. (Currently Amended) The negotiation protocol of claim 1, wherein the offer and the one or more counters introduce a value ~~or values~~ for each attribute in the set of attribute-value pairs, the negotiation protocol further comprising an ultimatum that includes a single value for each attribute and in response to which one of: the agreement is reached; and ~~or~~ the failed negotiation is declared.

11. (Currently Amended) The negotiation protocol of claim 1, wherein one or more attributes from the set of attribute-value pairs are introduced and each counter includes a value ~~or values~~ for each attribute that was previously introduced except for previously agreed to attributes.

12. (Currently Amended) The negotiation protocol of claim 1, wherein one or more attributes from the set of attribute-value pairs are introduced with a corresponding ~~list of values or range of values~~ and each counter reduces ~~the list of values or the range of values~~ for at least one attribute that was previously introduced, one of: narrows a gap between values for a previously introduced attribute; and ~~or~~ introduces a new attribute from the set of attribute-value pairs.

13. (Original) The negotiation protocol of claim 1, wherein a single value for a first attribute from the set of attribute-value pairs is agreed to in a counter and the first attribute is prohibited from being introduced into any subsequent counter.

14. (Currently Amended) The negotiation protocol of claim 1, further comprising an agreement, that is entered into when each attribute is agreed to, whereby the first negotiating party and the second negotiating party finalize the delivery of the product-~~or service~~.

15. (Currently Amended) The negotiation protocol of claim 1, wherein the first counter includes a ~~20~~ declaration of a failed negotiation due to a violation of the negotiation protocol, whereby the failed negotiation is declared.

16. (Original) The negotiation protocol of claim 1, wherein one of the counters introduces two or more disjunctions, each disjunction specifying different values for at least one attribute from the attribute-value pairs.

17. (Currently Amended) A method for negotiating with compromise that is guaranteed to terminate, comprising the steps of:

advertising a product ~~or service~~ that is offered for negotiation by a first negotiating party, wherein the advertising step comprises:

listing a set of attribute-value pairs, each attribute-value pair including an attribute and a negotiable list of values ~~or range of values~~ for the attribute, for the product ~~or service~~;

looking-up the product ~~or service~~ from the advertising step, wherein the looking-up step comprises:

displaying to a second negotiating party the set of attribute-value pairs; and comparing one or more attribute-values provided by [[a]] the second negotiating party with the set of attribute-value pairs in the advertisement to find a match;

offering to negotiate one or more attributes from the attribute-value pairs for the product ~~or service~~, wherein the offering step comprises:

proposing the second negotiating party's list of values ~~or range of values~~ for a first attribute from the set of attribute-value pairs;

countering the offering step with the first negotiating party's proposal of a list of values ~~or range of values~~ for the first attribute of the product or service;

displaying to the second negotiating party the first negotiating party's proposal;

determining one of: when each attribute from the attribute-value pairs is agreed to; and when ~~or if~~ a failed negotiation is declared; and

conducting one or more additional countering steps until one of: each attribute from the attribute-value pairs is agreed to; and ~~or if~~ the failed negotiation is declared, wherein the second negotiating party and the first negotiating party alternate conducting the countering steps until one of: each attribute from the attribute-value pairs is agreed to; and ~~or~~ the failed negotiation is declared.

18. (Currently Amended) The method of claim 17, wherein each countering step one of: reduces a list of values ~~or range of values~~ for a previously introduced attribute, narrows a gap between values for a previously introduced attribute, and ~~or~~ introduces a new attribute from set of attribute-value pairs unless each attribute from the attribute-value pairs is one of: agreed to; and ~~or~~ the failed negotiation is declared.

19. (Original) The method of claim 17, wherein one of the countering steps lists a single value for each previously introduced attribute from the set of attribute-value pairs.

20. (Currently Amended) A negotiation conducted according to a negotiation protocol with compromise that is guaranteed to terminate, comprising:

an advertisement comprising a plurality of attribute-value pairs provided by a first negotiating party, wherein the plurality of attribute-value pairs comprises a plurality of attributes and a plurality of list values;[[,]]

a look-up, wherein the plurality of attribute-value pairs is located for a second negotiating party by comparing one or more attribute-values provided by the second negotiating party with the plurality of attribute-value pairs in the advertisement;

a display to the second negotiating party of a first set of the plurality of attribute-value pairs of the advertisement;

an offer, comprising a first proposed values that the second negotiating party is offering for a first attribute that is included in the first set of attribute-value pairs;

a first counter, comprising a second set of attribute-value pairs of the advertisement that the first negotiating party is offering;

a display to the second negotiating party of the second set of attribute-value pairs of the advertisement; and

one or more additional counters, that are exchanged between the first and second negotiating parties in alternating turns until one of: each attribute is agreed to; and or a failed negotiation is declared.

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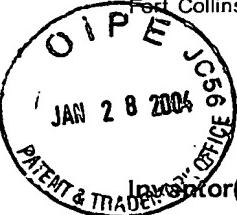
1-29-04

PATENT APPLICATION

ATTORNEY DOCKET NO. 10992554-1

AF/3624

IN THE
UNITED STATES PATENT AND TRADEMARK OFFICE



Investor(s): Alan H. Karp, et al.

Confirmation No.: 9501
[Handwritten signature]

Application No.: 09/525,515

Examiner: G. Akers

Filing Date: 03/15/2000

Group Art Unit: 3624

Title: A NEGOTIATION PROTOCOL WITH COMPROMISE THAT IS GUARANTEED TO TERMINATE

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Commissioner For Patents
PO Box 1450
Alexandria, VA 22313-1450

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FEB 10 2004

GROUP 3600

TRANSMITTAL OF APPEAL BRIEF

Sir:

Transmitted herewith in triplicate is the Appeal Brief in this application with respect to the Notice of Appeal filed on 11/25/2003.

The fee for filing this Appeal Brief is (37 CFR 1.17(c)) \$330.00.

(complete (a) or (b) as applicable)

The proceedings herein are for a patent application and the provisions of 37 CFR 1.136(a) apply.

() (a) Applicant petitions for an extension of time under 37 CFR 1.136 (fees: 37 CFR 1.17(a)-(d) for the total number of months checked below:

- | | |
|------------------|-----------|
| () one month | \$110.00 |
| () two months | \$420.00 |
| () three months | \$950.00 |
| () four months | \$1480.00 |

() The extension fee has already been filled in this application.

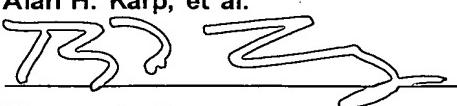
(X) (b) Applicant believes that no extension of time is required. However, this conditional petition is being made to provide for the possibility that applicant has inadvertently overlooked the need for a petition and fee for extension of time.

Please charge to Deposit Account 08-2025 the sum of \$330.00. At any time during the pendency of this application, please charge any fees required or credit any over payment to Deposit Account 08-2025 pursuant to 37 CFR 1.25. Additionally please charge any fees to Deposit Account 08-2025 under 37 CFR 1.16 through 1.21 inclusive, and any other sections in Title 37 of the Code of Federal Regulations that may regulate fees. A duplicate copy of this sheet is enclosed.

(X) I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail Label EV255078067US in an envelope addressed to: MS Appeal Brief-Patents, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Respectfully submitted,

Alan H. Karp, et al.

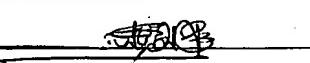
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